

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Professional Services: PS-1905-07/BLH Engineering Study, Inventory and Design for the Monroe Drainage Basin

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Lisa Riner

**EXT:** 7113

**MOTION/RECOMMENDATION:**

Approve the negotiated rates and award PS-1905-07/BLH Engineering Study, Inventory and Design for the Monroe Drainage Basin to Camp Dresser & McKee (CDM), Inc. of Maitland, Florida (Estimated usage \$450,000.00 per year).

County-wide

Ray Hooper

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**BACKGROUND:**

PS-1905-07/BLH will provide for an update of the existing basin study and inventories, as well as design corrections for known stormwater deficiencies within the Monroe Drainage Basin. Services to be performed are those tasks generally described as, but not limited to, evaluating, prioritizing and designing corrections for deficiencies within the basin.

On July 24, 2007, the Board approved the ranking and authorized staff to negotiate with the top-ranked firm, Camp Dresser & McKee (CDM), Inc., of Maitland, Florida. The attached Award Agreement includes the negotiated rates as Exhibit C. The term of the Agreement is for a base period of five (5) years, and may be renewed for an additional two (2) successive periods not to exceed five (5) years each.

Authorization for the performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. Staff estimates usage under this agreement to be in the amount of \$450,000.00 per year. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and will be negotiated on an as-needed basis.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the negotiated rates and award PS-1905-07/BLH Engineering Study, Inventory and Design for the Monroe Drainage Basin to Camp Dresser & McKee (CDM), Inc. of Maitland, Florida (Estimated usage \$450,000.00 per year).

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

**CONSULTANT SERVICES AGREEMENT  
MONROE DRAINAGE BASIN ENGINEERING  
STUDY, INVENTORY, AND DESIGN  
(PS-1905-07/BLH)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CAMP DRESSER & MCKEE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide engineering study, inventory, and design services for the Monroe Drainage Basin in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of consultants; and


**WHEREAS**, CONSULTANT is competent and qualified to furnish consulting services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to

place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of five (5) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed five (5) years each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment.  The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may

include a negotiated schedule of incentives based on time savings.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The annual compensation paid to CONSULTANT, including reimbursable expenses, shall not exceed FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00).

**SECTION 6. REIMBURSABLE EXPENSES.** If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

(c) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

## **SECTION 7. PAYMENT AND BILLING.**

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-

Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Engineering Department  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

**SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examina-



tion, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

#### **SECTION 9. RESPONSIBILITIES OF CONSULTANT.**

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of

action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 10. OWNERSHIP OF DOCUMENTS.** All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

**SECTION 11. TERMINATION.**


(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of

the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but,  in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 14. NO CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.


**SECTION 15. CONFLICT OF INTEREST.**

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individ-

ual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**SECTION 16. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases  only by a document of equal dignity herewith.

**SECTION 17. SUBCONTRACTORS.** In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 18. INDEMNIFICATION OF COUNTY.** CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or inten-

tionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

#### **SECTION 19. INSURANCE.**

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance,

if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the

insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's ~~insurance~~ shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.



(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE

MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

## **SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 8.1539, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY protest procedures set forth

in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 24. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 25. EMPLOYEE STATUS.** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**SECTION 26. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

**SECTION 27. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY's

obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**SECTION 29. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Engineering Department  
520 W. Lake Mary Blvd., Suite 200  
Sanford, FL 32773

**For CONSULTANT:**

Camp Dresser & McKee, Inc.  
2301 Maitland Center Pkwy, #300  
Maitland, FL 32751

**SECTION 30. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

CAMP DRESSER & MCKEE, INC.


\_\_\_\_\_  
\_\_\_\_\_, Secretary  
  
(CORPORATE SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, President  
  
Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman  
 Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule

AEC:jjr  
8/15/07

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# Scope of Services

## Engineering Study, Inventory, and Design for the Monroe Drainage Basin

The following is the Scope of Services required to fulfill the work products needed by Seminole County for the engineering study, inventory, design, and permitting of drainage facilities for the Monroe Basin. The Scope of Services has been divided into three phases. Phase I will include analysis, design and permitting of the corrective action for the stormwater deficiencies within Lincoln Heights and Ravenna Park Subdivisions. Phase II will include the update of the existing basin study including incorporating system inventory updates, incorporating new development's engineering plans and studies, and updating the existing engineering analysis to determine the current system capacity and demands; and to establish the prioritized deficiency correction recommendations accompanied by the preparation of all related basin maps, reports, and permits. Phase III will include preparing documents required for the implementation of the approved Basin Master Plan based on the results of Phase II.

In addition to the individual tasks and phases, the Consultant shall be required to provide on-going professional services on an as-when-and-needed basis to address miscellaneous stormwater related issues within the basin as they may arise through the life of the Contract. The Consultant shall be required to provide public presentations and informational meetings at specific stages of completion for the individual phases.

The consultant shall submit to the County bi-weekly progress reports to provide a status of each task. The County at its discretion can call monthly meetings to discuss the project, progress and issues.

The following is a brief summary of the intended study development which is followed by individual phases and tasks. The stated tasks for the Scope of Services are required to fulfill the work products needed by Seminole County for the engineering study, inventory, design, and permitting of drainage facilities for these basins. Phases will (at the County's discretion) be initiated by Work Order.

### PHASE I

- Prepare documents and permits required for the implementation of the corrections to the local street flooding within the Lincoln Heights and Ravenna Park subdivisions (vicinity of Airport Blvd and 20<sup>th</sup> Street, Sanford Fl.) including, but not be limited to, survey, geotechnical investigation, preliminary and final design and preparation of construction drawings, right-of-way maps, bid documents, construction permits, construction administration and public meetings and information materials.
- Seminole County has a purchased a parcel of property (PID: 34-19-30-5AK-0B00-037A) to provide retention/detention capacity for this correction activity.
- The Consultant shall provide professional services on an as-when-and-needed basis relating to miscellaneous stormwater issues within the Monroe Drainage Basin.

### PHASE II

- The "Monroe Basin Engineering Study" February 2002 Prepared by: Camp, Dresser & McKee Inc. will be the basis for the basin update. Review this and other pertinent information for this basin.
- Gather pertinent data and review the documented hydrologic/hydraulic characteristics, wetlands and wildlife habitats, and surface and ground water quality and quantity, and update as necessary
- Investigate, survey, and inventory existing drainage and stormwater management systems and update as necessary.
- Re-evaluate existing capacity and future demand of the drainage systems which has been updated above by establishing the proper level of service, identify problems areas, and determine the system deficiencies based upon Federal, State, regional and local criteria.
- Update alternative solutions (structural and non-structural) and provide recommendations for eliminating the system deficiencies.
- Update flood hazard avoidance programs and analyze their impacts.

2/8/2007

1

- Update the basin master plan and establish improvement prioritization with individual preliminary engineering cost estimates.
- Update water quality and wetland investigations, including the update of the Pollutant Loading Model for the Basin, incorporate elements from the County Natural Lands Program, and evaluate their impacts.
- The Consultant shall provide professional services on an as-when-and-needed basis relating to miscellaneous stormwater issues within the Monroe Drainage Basin.

### PHASE III

- Prepare documents and permits required for the implementation of the approved basin master plan. Tasks will include, but not be limited to, final design and construction drawings, right-of-way maps, bid documents, construction permits, construction administration and public meetings and information materials.
- Prepare, submit, and obtain permit approval from all necessary regulatory agencies.
- The Consultant shall provide professional services on an as-when-and-needed basis relating to miscellaneous stormwater issues within the Monroe Drainage Basin.

### PHASE I CURRENT DEFICIENCY CORRECTIONS

#### TASK 1. Initiate Project and Implement Corrections for Current Defined Deficiency

One of the chronic flooding problems identified was associated with the Lincoln Heights area. This is an older subdivision with a gravity driven drainage system into the Lockhart Smith Canal. The original model indicated flooding in a number of the simulated design storms. Field visits during rainstorms validated modeling results. According to the model, the problem generally appears to be associated with a lack of storage and tailwater conditions in the Lockhart Smith Canal. The recommended alternative for this problem area included the construction of a stormwater pond and pump station.

- A. The Consultant shall design, prepare design, permitting and construction documents and permits required for the implementation of improvements for the correction of localized flooding in and around the Lincoln Heights and Ravenna Park Subdivisions. Tasks will include, but not be limited to, final design and construction drawings, right-of-way maps, bid documents, construction permits, public meetings and information materials, and construction services.
  - i. Design - The Consultant shall prepare design, permitting and construction documents and required for the implementation of the proposed improvements. At each step documents, shall be submitted to the County for review and approval prior to proceeding.
  - ii. Permitting: - The Consultant shall prepare and submit permit application(s) to include responses as may be required under RAI's and attendance at Governing Board Hearings. The following tasks will be performed by the Consultant:
    - a. Attend Pre-Application Meeting (1 meeting) with SJRWMD.
    - b. Prepare application to SJRWMD (and others as required) to consist of:



- (1) Cover letter outlining Seminole County's understanding of the project and a summary of the content of the study in a format consistent with the SJRWMD Applicant's Handbook sections to assist SJRWMD staff in their review;
  - (2) Study (to be provided by Consultant);
  - (3) drainage calculations: adICPR input/output files (hard copy) and associated support material;
  - (4) computer disks with adICPR model input/output data, and
  - (5) wetland determination and mitigation plan (as required).
- iii. Provide coordination and follow-up services in response to SJRWMD as it applies to clarification only. No additional studies, investigations or analyses are anticipated or included with this fee and scope estimate.

Provide a copy of the permit package to Seminole County.

B. Construction administration: the consultant shall:

- i. Develop Cost estimate,
- ii. Attend pre-construction meeting,
- iii. Assist with bid solicitation, evaluation and selection,
- iv. Review and approve shop drawings, and
- v. Provide design technical assistance.

## **TASK 2. Ongoing Services**

The Consultant shall provide professional services on an as-when-and-needed basis relating to miscellaneous stormwater issues as they may arise through the life of the Master Contract. Services will be provided on a cost-not-to-exceed basis using a Rate Schedule as approved with this Contract. No actual work is authorized until and unless so directed in writing by Seminole County.

### **DRAINAGE BASIN/ENGINEERING STUDY UPDATE**

## **DRAINAGE BASIN/ENGINEERING STUDY UPDATE**

### **TASK 1. Data Review, Investigation, & Update**

The "Monroe Basin Engineering Study" February 2002 Prepared by: Camp, Dresser & McKee Inc. will be the basis for the **DRAINAGE BASIN/ENGINEERING STUDY UPDATE**. Collect and review all permanent data (primarily new information developed since the previous study) and determine the significance of the information at hand relative to refining the hydrologic/hydraulic characteristics, wetlands and wildlife habitats, and surface and ground water quality and quantity within the watershed area. This task may require field reconnaissance and survey to verify study updates.

### **TASK 2. Mapping**

Update the overall mapping of the watershed for the Basin. Maps will be based on previous study and reflect updated information from the data review & update, field reconnaissance and surveys. Data base inventory and mapping shall be linked to enable the County to call up data base information regarding a particular structure or cross-section from the mapping

### **TASK 3. Meetings and Coordination**

Upon receipt of written authorization of the County, the Consultant shall provide the specific services as related not later than 30 calendar days from the date of authorization. Monthly meetings will be held with Seminole County staff to discuss the project's progress and/or problems. Minutes of these meetings will be supplied by Consultant to the County for review. Deviations from the established project schedule of more than one week will be scrutinized, and must be explained with corrective actions identified. Revised schedules will be required when deviations occur.

2/8/2007

3

**TASK 4. Engineering Criteria & Model Development**

- A. Update nodal network schematics for each of the drainage systems in the Basin. The schematics shall be compatible with latest adICPR version, approved by FEMA. All appropriate modeling parameters shall be developed, prepared and input to the program.
- B. Each structure and drainage system shall be categorized as to its function (i.e., roadway, retention/detention, etc.) and the appropriate design criteria shall be assigned for analysis purposes. Rates and volumes of stormwater runoff for each system for the appropriate storm events shall be determined using the SJRWMD rainfall volumes and distributions.

**TASK 5. Engineering Analysis & Design**

- A. Update Continuous Simulation Model - The analysis based on long term hydrologic simulation shall provide a determination of the appropriate normal water levels, initial water surface elevations, base flow, and various tailwater elevations for the design storm event stages and discharges in the adICPR modeling. As a minimum, the analysis shall provide determinations relevant to the Mean Annual, 10-year, 25-year, 50-year, and 100-year design storm event frequencies. The level of geotechnical/hydrogeological investigations and continuous simulation analysis for individual sub-basins may vary throughout the Basin.
- B. AdICPR Models - The Consultant shall update modeling scenarios for an Existing Model, Design Model, Interim Model, Ultimate Design Model, and Ultimate Final Model. The latest adICPR version, approved by FEMA, shall be used.
- C. Flood Hazard Avoidance Program - The Consultant shall update a Flood Hazard Avoidance Program in Order to establish an operational procedure to reduce the frequency of flooding in "closed" or "limited" discharge capacity Sub-basins within the Study watershed. The updated investigation shall include the establishment of protocols for sub-basin management and an assessment of impacts on the overall watershed. The Consultant will then determine the frequency of any hazard and the type of management integration required to reduce the extent, duration, and/or frequency of the hazard.

**TASK 6. Water Quality and Wetland Investigations**

The Consultant shall provide updates of Water Quality and Wetland Impacts in the Final Report. The Consultant shall identify all new areas of concern to water quality, wetlands, utilization of natural systems, etc. The analysis should be a guide to future users of report not to contribute or create impacts to sensitive environmental areas within the watershed. Additionally, the Consultant shall review and update the Water Quality Pollutant Load Analysis Model (PBSJ 2002) for the Saint Johns and Lake Harney Basins. This should include assessments of any water bodies or water body segments listed as "impaired" by FDEP, per the Impaired Waters Rule.

**TASK 7. Calibration Plan**

The Consultant shall provide a update to the section in report identifying locations for minimum permanent placement of rainfall and lake/stream gages in order to validate the model and be able to modify model parameters, if necessary, at some future time for more definitive and predictable modeling. The Consultant shall also identify specific areas within the Basin requiring greater attention in future updates to the model.

**TASK 8. Develop a Basin Master Plan based on the Task 5 - Engineering Analysis & Design**

The Consultant shall recommend conceptual solutions for stormwater deficiencies, the needs for right-of-way and easements, meet with appropriate regulatory agencies and municipalities, update the capital improvements prioritization list, provide analysis to insure in developing the improvement that phased improvements will not cause adverse impacts either upstream or downstream, and prepare Conceptual Cost Estimates for each basin improvement. The cost estimate will include final design services, land acquisition, construction, and materials. All conceptual solutions shall also include an estimated pollution load reduction.

**TASK 9. Public Presentation and Informational Meetings**

2/8/2007

4

The Consultant shall assist Seminole County and provide Public Presentations for the purpose of presenting the Study. Part of the public presentation preparation shall include handout pamphlets and graphic displays as provided by the Consultant and approved by the County. Presentations shall afford local input of concerns and issues during two discrete stages of Phase III. The first presentation shall occur after completion of adICPR Existing Model and identification of preliminary proposed improvements as required under Task 2. The second presentation shall occur prior to permitting as required under Task 7. Consultant shall provide to Seminole County written minutes and audio tape of presentations..

**TASK 10. Phase II Report & Deliverables**

The Consultant shall deliver to the County a Draft Preliminary Report; a Draft Final Report, the Final Engineering Study and Drainage Inventory for the Basin, and a brief public information pamphlet.

**TASK 11. Phase II Meetings and Coordination**

Upon receipt of written authorization of the County, the Consultant shall provide the specific services as related not later than 30 calendar days from the date of authorization. Monthly meetings will be held with Seminole County staff to discuss the project's progress and/or problems. Minutes of these meetings will be supplied by Consultant to the County for review. Deviations from the established project schedule of more than one week will be scrutinized, and must be explained with corrective actions identified. Revised schedules will be required when deviations occur.

**TASK 12. Ongoing Services**

The Consultant shall provide professional services on an as-when-and-needed basis relating to miscellaneous stormwater issues as they may arise through the life of the Master Contract. Services will be provided on a cost-not-to-exceed basis using a Rate Schedule as approved with this Contract. No actual work is authorized until and unless so directed in writing by Seminole County.

**PHASE III**  
**DEFICIENCY CORRECTION**

Phase III will include preparing documents required for the implementation of the approved basin master plan based on the results of Phase II. The County recognizes that exact activities required in the final Phase III are not known as of the effective date of this contract. Final scope of services for projects within Phase III will be negotiated for each individual project, as requested after completion of Phase II.

**TASK 1. Deficiency Correction**

Prepare construction and permit documents required for the implementation of the approved basin master plan. Tasks will include, but not be limited to, final design and construction drawings, right-of-way maps, bid documents, construction permits, construction administration, and public meetings and information materials. Prepare, submit, and obtain permit approval from all necessary regulatory agencies.

**TASK 2. Ongoing Services**

The Consultant shall provide professional services on an as-when-and-needed basis relating to miscellaneous stormwater issues as they may arise through the life of the Master Contract. Services will be provided on a cost-not-to-exceed basis using a Rate Schedule as approved with this Contract. No actual work is authorized until and unless so directed in writing by Seminole County.

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**
**WORK ORDER**

Work Order Number: \_\_\_\_\_

 Master Agreement No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_  
 Project Title: \_\_\_\_\_

 Consultant: \_\_\_\_\_  
 Address: \_\_\_\_\_

**ATTACHMENTS TO THIS WORK ORDER:**

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

**METHOD OF COMPENSATION:**

- ☐ fixed fee basis  
☐ time basis-not-to-exceed  
☐ time basis-limitation of funds

**TIME FOR COMPLETION:** The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

**ATTEST:**

 \_\_\_\_\_,  
 Secretary

 By: \_\_\_\_\_,  
 President

(CORPORATE SEAL)

Date: \_\_\_\_\_

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 BOARD OF COUNTY COMMISSIONERS  
 SEMINOLE COUNTY, FLORIDA

**WITNESSES:**

 \_\_\_\_\_  
 (Procurement Analyst)

 By: \_\_\_\_\_  
 Robert L. Hunter, Procurement Supervisor

 \_\_\_\_\_  
 (Procurement Analyst)

 Date: \_\_\_\_\_  
 As authorized by Section 8.153 Seminole  
 County Administrative Code.

OC # \_\_\_\_\_ ON # \_\_\_\_\_

## **WORK ORDER TERMS AND CONDITIONS**

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

## Rate Schedule

**Table 1**  
**PS-1905/BLH - Engineering Study, Inventory and Design for the Monroe Drainage Basin**  
**2007 Fee Schedule**

Professional Service	Labor Category	Average Raw Hourly Rate	Fringe & Overhead % <sup>1</sup>	Fringe & Overhead Amount	Loaded Hourly Rate	Profit %	Profit Amount	Billing Rate
Professional Engineering Services	Officer	\$ 66.31	62.0%	\$ 107.42	\$ 173.73	10%	\$ 17.37	\$ 191.11
	Principal/Associate	\$ 58.44	62.0%	\$ 94.67	\$ 153.11	10%	\$ 15.31	\$ 168.42
	Project Manager <sup>2</sup>	\$ 43.48	62.0%	\$ 70.44	\$ 113.92	10%	\$ 11.39	\$ 125.31
	Project Engineer II <sup>2</sup>	\$ 40.32	62.0%	\$ 65.32	\$ 105.64	10%	\$ 10.56	\$ 116.20
	Project Engineer I	\$ 29.77	62.0%	\$ 48.23	\$ 78.00	10%	\$ 7.80	\$ 85.80
Professional Design Support Services <sup>3</sup>	Senior Professional <sup>2</sup>	\$ 47.86	62.0%	\$ 77.53	\$ 125.39	10%	\$ 12.54	\$ 137.93
	Professional Support Services	\$ 29.27	62.0%	\$ 47.42	\$ 76.69	10%	\$ 7.67	\$ 84.36
Drafting Support Services	Senior Drafting Professional	\$ 48.89	62.0%	\$ 79.20	\$ 128.09	10%	\$ 12.81	\$ 140.90
	Drafting Professional	\$ 22.55	62.0%	\$ 36.53	\$ 59.08	10%	\$ 5.91	\$ 64.99
Construction Support Services	Project Cost Estimator	\$ 37.54	62.0%	\$ 60.81	\$ 98.35	10%	\$ 9.84	\$ 108.19
	Project Schedule Estimator	\$ 38.03	62.0%	\$ 61.61	\$ 99.64	10%	\$ 9.96	\$ 109.60
Project Support Services	Project Administration	\$ 20.71	62.0%	\$ 33.55	\$ 54.26	10%	\$ 5.43	\$ 59.69

<sup>1</sup>CDM's audited overhead and fringe rate is 177.4%, however, the County allowed maximum is 1.62%.

<sup>2</sup>Professional certification (PE or equivalent).

<sup>3</sup>Can include water resources, electrical, mechanical, structural, architectural, and GIS professional services.

<sup>4</sup>Escalated rates will be required annually.